

VI. THE MEASUREMENT OF NONDISCRIMINATORY ACCESS TO OPERATIONS SUPPORT SYSTEMS

45. Even if the fully electronic OSS interfaces which Bell Atlantic proposes to develop and deploy in the future were in a state of operational readiness, that would not establish that Bell Atlantic was providing AT&T and other CLECs with nondiscriminatory access to its operations support systems. Bell Atlantic must show more than that it is providing the CLECs with access to its operations support systems; it must show that the access being provided is nondiscriminatory.

46. A large CLEC like AT&T has a large pre-existing customer base that is already being served through the use of advanced electronic operations support systems. In order to maintain its reputation in the market for providing quality service to all customers requesting service, AT&T must be prepared from the outset to serve large numbers of customers and to handle orders of all levels of complexity. AT&T's customers will not accept an inferior product. In order to be an effective competitor in the provision of local services and provide the quality of service that its customers have come to expect, AT&T must be able to obtain access to the information in Bell Atlantic's operations support systems with no less timeliness, accuracy, or ease of access than that experienced by Bell Atlantic's own personnel.

47. To establish that the access provided by Bell Atlantic is nondiscriminatory, the OSS access provided by Bell Atlantic will have to be monitored to determine whether Bell Atlantic's proposed interfaces actually provide CLECs with access to its systems having an equivalent level of accuracy, reliability and timeliness as the access that Bell Atlantic provides to its own customer service representatives.

48. To establish that Bell Atlantic is providing nondiscriminatory access to its operations support systems, a series of performance measurements and reporting mechanisms for OSS access are needed. Such a measurement plan should embody four criteria: (1) the plan should support statistically valid comparisons of CLEC experience with the experience of Bell Atlantic's own local service operations; (2) the plan must monitor access to operations support systems for each interface as well as at the service level; (3) the plan should account for potential performance variations due to differences in service and activity mix; and (4) the plan must be implemented and producing results which demonstrate that nondiscriminatory access is in fact being delivered across a broad range of resold services and unbundled network elements. To date, however, Bell Atlantic has not agreed to any meaningful measurement plan for comparing the access to operations support systems that it will provide to CLECs with the access that Bell Atlantic provides to itself.

VII. BELL ATLANTIC'S RECENTLY PROPOSED RECURRING CHARGES FOR CLEC ACCESS TO ITS OPERATIONS SUPPORT SYSTEMS

49. Recent pricing proposals by Bell Atlantic have raised the specter of a further and very serious barrier to CLEC access to Bell Atlantic's operations support systems.

50. AT&T initially received Bell Atlantic's resale pricing proposal in June of 1996. This proposal, upon which AT&T based its requests for arbitration throughout the Bell Atlantic region, did not include any per transaction OSS charges. Moreover, the parties had eight meetings to discuss pricing issues between the months of April through August 1996 when the parties began arbitrations in many of the states within the region. At no time during those meetings did Bell Atlantic ever suggest even the possibility of any per transaction OSS charges.

51. Nonetheless, when Bell Atlantic filed its Statement of Generally Available Terms and Conditions (SGAT), certain additional per transaction OSS charges were referenced in the total services resale (TSR) section²² of the SGAT.²³ At hearing, when AT&T asked Mr. Hall, Bell Atlantic's resale witness, whether Bell Atlantic intended to impose OSS charges in the resale context, Mr. Hall claimed that he did not know.²⁴ Less than two weeks later, in response to an interrogatory posed to Bell Atlantic that sought the same information, Bell Atlantic unequivocally stated that it intended to impose these charges in the resale environment.²⁵ Specifically, Bell Atlantic now seeks to impose additional per transaction charges for (1) access to Bell Atlantic's pre-ordering systems; (2) access to its ordering systems; (3) access to its provisioning systems; (4) access to its maintenance and repair systems; and (5) access to its billing systems.

²² The per transaction OSS charges proposed by Bell Atlantic are improper in either the wholesale or UNE environment. By agreement, AT&T and Bell Atlantic stipulated to have permanent unbundled element rates determined in the SGAT proceeding. The inappropriateness of these charges was raised by AT&T. Nevertheless, this was one of the issues not addressed by the Hearing Examiners. The first time these charges surfaced with respect to UNE orders was after the arbitration had been concluded.

²³ See, e.g., SGAT, § 12.3 & Schedule 12.3.

²⁴ Testimony of Edwin F. Hall, February 21, 1997, in In the Matter of Application of Bell Atlantic-Delaware, Inc. for Approval of its Statement of Terms and Conditions under Section 252(f) of the Telecommunications Act of 1996, Docket No. 96-324, Tr. p. 1220.

²⁵ See Brief of Bell Atlantic-Delaware, Inc., In the Matter of Application of Bell Atlantic-Delaware, Inc. for Approval of its Statement of Terms and Conditions under Section 252(f) of the Telecommunications Act of 1996, Docket No. 96-324, filed March 7, 1997, pp. 100-01. Bell Atlantic further confirmed this position in West Virginia. See Initial Brief of Bell Atlantic-West Virginia, In the Matter of the Petition of Bell Atlantic-West Virginia, Inc. For Approval of its Statement of Terms and Conditions under Section 252(f) of the Telecommunications Act of 1996, Case Nos. 96-1516-T-PC, et al., filed March 17, 1996, p. 103.

52. Bell Atlantic is plainly not entitled to collect its proposed per transaction OSS charges. Bell Atlantic's proposed charges would result in double (if not triple) recovery of its OSS costs for several reasons. First, the recurring costs associated with ordering, provisioning, maintenance and repair and billing are already included in the rates and services that Bell Atlantic will provide for resale. AT&T will be paying a service order charge (at a discounted rate) whenever a customer switches from Bell Atlantic to AT&T. This service ordering charge is the vehicle through which Bell Atlantic will recover any pre-ordering and ordering OSS costs. Similarly, Bell Atlantic's costs of maintenance and repair and billing for wholesale services will be recovered through the tariffed recurring charges, which resellers will pay at the discounted rate.²⁶

53. Second, in its negotiations with AT&T, Bell Atlantic argued that it would incur certain costs as a result of having to provide wholesale services for the first time. As a result of those negotiations, AT&T agreed that Bell Atlantic should be allowed to recover \$66.2 million (on a region-wide bases) in its wholesale rates to offset the cost onsets that Bell Atlantic claimed that it would incur. Bell Atlantic's witness Mr. Hall has testified that these cost onsets include (1) the costs of a "Co-Carrier Center" to "handle receipt and processing of reseller service orders, negotiations of service installations, confirmation of due dates, and provision of billing support information" and (2) the "costs associated with development of service order interface systems" including "modifications to existing billing and network operations support

²⁶ Likewise, Bell Atlantic's proposed "service order" charges for unbundled network elements should already include any OSS access costs.

systems."²⁷ Accordingly, the percentage wholesale discount set by the Commission for Bell Atlantic expressly takes into account these costs onsets. Moreover, recent testimony given by Bell Atlantic witness Mr. Albert in Maryland confirms that the proposed OSS charges recover the same costs. In Maryland's SGAT proceeding, Mr. Albert testified that the proposed OSS charges "recover the costs for developing and modifying [Bell Atlantic's] electronic OSS interfaces"²⁸ -- the exact same expenses that the OSS onsets were imposed to recover. Clearly, Bell Atlantic cannot show that its proposed per transaction OSS charges do not recover the OSS-related charges that it is already allowed to recover through its wholesale service rates.

54. Bell Atlantic's prior pricing practices with respect to the existing interfaces that it will adapt for use in the local TSR and UNE environment also demonstrate that Bell Atlantic is merely trying to "trump up" additional charges that it can foist on its competitors. For example, Mr. Albert has testified in Maryland that its pre-ordering interface, the Electronic Communications Gateway, is the same interface that has been used by its access service customers for over three years, generating in excess of 120,000 inquiries per month.²⁹ In the access world, to the best of my knowledge, Bell Atlantic does not assess any per query pre-ordering charges to access its ECG. In the local TSR (and UNE) environment, however, Bell Atlantic proposes to assess a per query charge each time that a CLEC needs to access a pre-

²⁷ See Direct Testimony of Edwin F. Hall, Pennsylvania Pub. Util. Comm'n v. Bell Atlantic-Pennsylvania, Inc., Docket No. R-00963578, Exhibit A, at 20 (emphasis added).

²⁸ Supplemental Rebuttal Testimony of Donald E. Albert, filed April 9, 1997, in Petitions for Approval of Agreements and Arbitration of Unresolved Issues Arising Under § 252 of the Telecommunications Act of 1996, Md. Pub. Serv. Comm'n Case No. 8731-II, p. 19.

²⁹ See Id., p. 7.

ordering function. Similarly, the Electronic Bonding interface proposed by Bell Atlantic for maintenance is currently being used by AT&T in the access environment. While Bell Atlantic proposes to assess a per transaction charge in the local TSR (and UNE) environment, it does not appear to impose any such charge when acting in its role as AT&T's access supplier.


55. Given that Bell Atlantic already has charges in place to recover its OSS costs and until now never attempted to separately charge AT&T for the use of its existing interfaces, its proposed per transaction OSS charges appear to be little more than a back door mechanism to lower its wholesale discount and disadvantage its competitors. Any per query OSS charge AT&T must pay will effectively lower its wholesale discount because these charges are in addition to Bell Atlantic's wholesale service rates. Indeed, AT&T's analysis indicates that the effect of Bell Atlantic's new per transaction OSS charges would be effectively to reduce the 20.00 percent discount recommended by the Hearing Examiner to a level of only 14.44 percent.³⁰ Such a low discount will make it virtually impossible for AT&T to compete in the retail local exchange market.

³⁰ Moreover, AT&T's analysis is conservative because it assumes only one pre-ordering OSS charge per service order. AT&T, however, may incur multiple pre-order charges in connection with a single service order. For example, in connection with a typical service order, AT&T will need to make a number of inquiries to Bell Atlantic's pre-ordering system to access the street address guide, obtain telephone numbers, obtain feature availability and to establish due dates, among other items. It is AT&T's understanding that Bell Atlantic intends to charge AT&T separately for each such inquiry. A typical service order could therefore result in approximately 4-6 pre-ordering OSS charges.

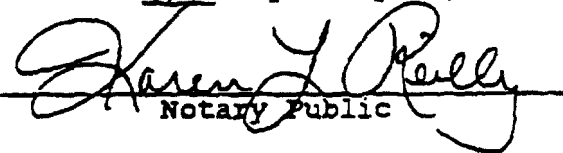
VIII. CONCLUSION

For the foregoing reasons, the Commission should find that Bell Atlantic is not in compliance with its obligation to provide nondiscriminatory access to its operations support systems, and should therefore not support Bell Atlantic's Section 271 application.

I swear that the foregoing is true and correct to the
best of my knowledge and belief.


Robert J. Kirchberger

Sworn and subscribed before me
on this 11th day of April, 1997


Notary Public

KAREN L. KEILL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 8, 2000

**BEFORE THE
NEW JERSEY BOARD OF PUBLIC UTILITIES**

In the Matter of Bell Atlantic-)
New Jersey, Inc.'s Petition for) Docket No. T097030166
Board Verification of Compliance)
with Section 271 of the)
Telecommunications Act of 1996)

**AFFIDAVIT OF
ROBERT J. KIRCHBERGER
ON BEHALF OF
AT&T COMMUNICATIONS
OF NEW JERSEY, INC.**

April 15, 1997

7. The establishment of efficient electronic interfaces and procedures for the exchange of information between the operations support systems of Bell Atlantic and AT&T and other CLECs is absolutely essential for the development of competition in the provision of local services. AT&T and other CLECs entering local markets in New Jersey on a large scale will be highly dependent upon their ability efficiently to obtain local services and unbundled network elements from Bell Atlantic, which will depend in turn upon the efficient exchange of information between AT&T and Bell Atlantic relating to all the OSS functions described above. Without nondiscriminatory access to Bell Atlantic's operations support systems, large-scale, broad-based entry by CLECs into local markets in New Jersey will be delayed or foreclosed, and consumers will be denied the benefits of competition in local telephone services -- choice, new and innovative services, and lower prices.

8. The FCC has found that nondiscriminatory access to operations support systems of the incumbent LECs is "critical to the ability of other carriers to compete," stating that:

"[I]f competing carriers are unable to perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing for network elements and resale services in substantially the same time and manner that an incumbent can for itself, competing carriers will be severely disadvantaged, if not precluded altogether, from fairly competing. Thus providing non-discriminatory access to these support systems functions, which would include access to the information such systems contain, is vital to

with the First Report and Order, are not in full compliance with Section 251."⁴

THE REQUIREMENTS FOR NONDISCRIMINATORY ACCESS TO OPERATIONS SUPPORT SYSTEMS

10. The FCC has made clear that the duty to provide "nondiscriminatory access" means that the access provided to CLECs must be "the same" as,⁵ or "equal to,"⁶ the access that Bell Atlantic provides to its own customer service representatives. Moreover, the FCC has concluded that, consistent with "the 1996 Act's goal of promoting local exchange competition," incumbent LECs must provide OSS access "under terms and conditions that would provide an efficient competitor with a meaningful opportunity to compete."⁷

⁴ Id. at ¶¶ 9-11.

⁵ See First Report and Order, ¶ 523 ("the incumbent must provide the same access to competing providers" that it provides to its own customer service representatives); ¶ 316 ("the incumbent must provide access to [OSS] functions under the same terms and conditions that they provide services to themselves or their customers"); ¶ 518 (competing providers must be provided with the ability "to perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing for network elements and resale services in substantially the same time and manner that an incumbent can for itself") (emphasis added).

⁶ See id., ¶ 519 ("we generally rely upon" state commission orders "ordering incumbent LECs to provide interfaces for [OSS] access equal to that the incumbent provides itself"); ¶ 315 (access must be provided on terms that are "equal to the terms and conditions under which the incumbent LEC provisions such elements to itself"); Second Order, ¶ 9 (OSS access must be "at least equivalent" or "equal to" the access that the incumbent LEC provides to itself) (emphasis added).

⁷ First Report and Order, ¶ 315.

11. In order to establish that it has fully implemented this obligation to provide CLECs with nondiscriminatory access to operations support systems, Bell Atlantic must show: (1) that OSS interfaces are deployed, cover all OSS functions, and are in a state of full operational readiness for both wholesale services and unbundled network elements, (2) that its proposed OSS interfaces, systems, procedures and personnel are adequate to handle the magnitude of the CLEC requests that can reasonably be anticipated to occur in a multi-carrier competitive market, and (3) that the OSS access being provided to CLECs is "nondiscriminatory" in that it is equivalent in terms of availability, accuracy and timeliness to the access that Bell Atlantic provides to itself. Bell Atlantic has met none of these requirements.

LACK OF OPERATIONAL READINESS

12. As Bell Atlantic has recognized in earlier proceedings, the development of operationally ready electronic interfaces between two operations support systems is "a monumentally complex task."⁸ It requires not only the development of interfaces and the publication of interface specifications, but a showing that CLECs are actually able to use

⁸ See Direct Testimony of Donald E. Albert, filed November 4, 1996, in Notice of Investigation, Local Exchange Competition for Telecommunications Services, N.J. Bd. Pub. Util. Docket No. TX95120631, p. 21.

the interfaces to obtain the information and functionalities contained in Bell Atlantic's operations support systems and databases. Operational readiness can only be established, therefore, by evidence that CLECs have been able to process large volumes of transactions over the interface in an accurate, reliable and timely manner.

13. Bell Atlantic does not even contend at this time that it has deployed operationally ready OSS interfaces for all OSS functions for its resale services and unbundled network elements. Rather, Bell Atlantic states only that it "will provide competing carriers access to its operations support systems" at some undefined time in the future. Albert Aff. ¶ 64 (emphasis added).⁹ Such vague promises of future access obviously do not satisfy Bell Atlantic's OSS access obligations.

14. With respect to its proposed ordering interface, Bell Atlantic states that only the "initial development" of an interface has been completed and that the interface "is now being tested" by Bell Atlantic. Albert Aff. ¶ 66. What Bell Atlantic has chosen not to disclose in this case, however, is that it is still several years away from providing the nondiscriminatory

⁹ See also Reply Brief of Bell Atlantic - New Jersey, Inc. Regarding Interconnection and Unbundling Issues, filed March 10, 1997, in Notice of Pre-Proposal Notice of Investigation Local Exchange Competition for Telecommunications Services, N.J. Bd. Pub. Util. Docket No. TX95120631, p. 123 (stating that Bell Atlantic "will provide electronic access to each of the OSS functions . . . on a time frame" to be agreed to with other individual carriers).

to validate the production capabilities of the billing system." Albert Aff. ¶ 69.

16. Bell Atlantic's own statements, therefore, indicate that its systems are not operationally ready. Moreover, the evidence required to demonstrate that Bell Atlantic's interfaces are capable of processing large volumes of transactions in an accurate, reliable and timely manner can only be obtained through thorough end-to-end integration testing of Bell's proposed OSS interfaces.

17. The mere development of an interface and the publication of technical specifications is not enough. Interface specifications, standing alone, generally do not provide sufficient information to enable systems to interface with each other. Even when industry standards are used, those standards are often defined to allow flexibility in the design of systems. Different companies may apply the standards differently. Further, each company will have its own unique methods and procedures, system design parameters, and other policies and practices, referred to as "business rules," that are essential to the functioning of its systems. These business rules are not generally reflected in the technical specifications, but they are crucial to the successful use of a systems interface. Both parties must understand how data will be "packaged" within messages that cross the interface, the identity of the data elements that will and will not be provided, the sequence of

messages that will be exchanged, the "edits" that are programmed into the systems, and the business activities that will occur in response to particular messages. Without full knowledge and compliance with both the interface specifications and business rules, CLECs will not be able to communicate and interact with Bell Atlantic's systems, and essential transactions will not take place as intended. Problems of this sort can only be uncovered in the course of comprehensive integration testing.

18. Because AT&T recognizes that adequate systems testing is imperative, it has repeatedly throughout its negotiations with Bell Atlantic stressed the importance of comprehensive end-to-end service readiness testing for both the purchase of resold services and unbundled network elements. At a meeting in early November, 1996, in response to AT&T's request to test systems in January, Bell Atlantic told AT&T that it would not be ready to test unbundled elements systems at that time. Further, it stated that resources for such testing might be difficult to obtain, and that the timing of the total services resale testing that AT&T had also requested would affect the timing of the unbundled elements testing.

19. AT&T sent a comprehensive test plan to Bell Atlantic and had a seven-hour meeting at which AT&T presented this plan on November 19, 1996 (the "November 19 meeting"). AT&T's proposal was designed to test all phases of the data flows that must be exchanged in the wholesale environment. AT&T's test

proposal focused on total services resale testing first. AT&T's test plan was designed to assess all phases of systems interactions through the systems architecture to ensure that, under a variety of different scenarios, AT&T customer service orders could be processed and provisioned, and the resulting service maintained and billed. Such testing was to include all data element flows, including the initiation of the transaction by AT&T, the movement of the data elements through AT&T's operations support systems, the transmission of information across the interface to Bell Atlantic, the processing of the data within Bell Atlantic's operations support systems, and, per industry standards, the subsequent return of data to AT&T, as well as escalation procedures and contingent manual processes.

20. During the November 19 meeting, Bell Atlantic representatives listened to AT&T's proposal and appeared receptive to it. When asked at the end of the meeting whether Bell Atlantic would accept the proposal, Bell Atlantic's representatives stated that they wanted some time to review the proposal with senior management and to add some of Bell Atlantic's own testing requirements. As a result, Bell Atlantic suggested that the companies meet in another week or two.

21. The very next day, however, on November 20, 1996, Bell Atlantic sent AT&T a letter inviting AT&T to a December 17, 1996, "Resale Seminar." That letter revealed that Bell Atlantic had decided to use only one test partner for the entirety of the

region, that it had intended to determine unilaterally who its test partner would be, and that it had prepared its own test plan and schedule. None of this information had been disclosed to AT&T at its meeting with Bell Atlantic the day before.

22. At the December 17 seminar, Bell Atlantic revealed that it had selected as its test partner US Network, a small business-only reseller which has no customers in Bell Atlantic's territory and only approximately 70 employees worldwide. At the time US Network was selected, it was not authorized to provide local service anywhere in Bell Atlantic's territory, and it only received authorization in mid-February to provide local service in Maryland, where the test was being conducted. Bell Atlantic's choice of a Maryland test partner is peculiar because it had previously told AT&T that its preference was to test its systems in Pennsylvania, where its systems were the most up-to-date and closest to Bellcore standards, and that it might have operational difficulties in the former C&P Telephone and New Jersey Bell territories. Moreover, Bell Atlantic admitted that no US Network customers were involved in the testing, and that all of the test participants are Bell Atlantic customers that are being "loaned" to US Network solely for purposes of the test, and they will remain customers of Bell Atlantic when the test is completed. These facts make clear that this supposed "reseller test" is nothing more than a "self test" by Bell Atlantic of its own systems.

23. Bell Atlantic asserted that US Network was "randomly" chosen by Coopers & Lybrand from a pool of candidates that had been deemed qualified. See also Albert Aff. ¶ 70 (stating that Bell Atlantic is conducting an operational readiness test with "a randomly selected reseller"). However, US Network also happens to be the test partner for OSS Interfaces chosen by Ameritech and NYNEX.

24. After the December 17 seminar, in response to repeated requests from AT&T, Bell Atlantic refused to disclose any details about its testing with US Network. Although Bell Atlantic had initially stated that the test results would be made publicly available in February, it did not disclose these results until March 28, 1997, and then did so only in response to an inquiry from the Pennsylvania Public Utilities Commission.

25. The test results confirm that the US Network test shows nothing about the ability of Bell Atlantic's systems to Interface with CLECs' systems. The results show that over the three-month test period, only six residential customers and two business customers were tested, and that, even with this limited number of customers tested, problems with Bell Atlantic's systems surfaced. Notwithstanding the undeniable inadequacies of the US Network test, Bell Atlantic nevertheless asserts that this test

alone demonstrates the operational readiness of its OSS systems.¹²

26. Indeed, in its application, Bell Atlantic attaches no significance to its pending test with AT&T, a CLEC that will actually be providing service to customers in New Jersey. On February 10, 1997, the same day that it filed its report with the Pennsylvania Commission alleging compliance with Section 271, Bell Atlantic finally accepted AT&T's test proposal, which had not changed from AT&T's November proposal. That testing, which will take place in New Jersey, has now just begun. However, that test is limited in several respects. First, it covers predominantly total service resale orders and not unbundled elements orders. In response to AT&T's repeated requests that the companies also conduct service readiness testing for unbundled network element orders, Bell Atlantic has stated only that it "currently expects to have the capability" to process such orders by May 1, 1997.¹³ Without even having the capability to test orders for unbundled network elements until, at the earliest, May 1, 1997, it is difficult to comprehend how Bell Atlantic can believe that it is in compliance with this checklist requirement. Second, the test that the parties are conducting is

¹² See Testimony of Donald E. Albert, Hearing before the Pennsylvania Public Utility Commission, Docket No. M-960840, on April 3, 1997, tr. 106.

¹³ Letter from Jae Bradley, Bell Atlantic, to Jim Cottingham, AT&T, dated February 27, 1997.

not a multi-vendor stress test. The test contemplates sending 300-400 test orders to Bell Atlantic over a three-to-four month period. While this testing is certainly much more comprehensive than the US Network test and is an important first step in determining Bell Atlantic's operational readiness, it will not demonstrate whether Bell Atlantic's systems will be capable of handling the volume of orders from multiple vendors that can be expected once competition actually takes hold. For the reasons discussed below (principally because Bell Atlantic's systems require extensive manual intervention), AT&T doubts that Bell Atlantic will be able to handle any significant volumes of order.

27. In any event, even the earliest phases of the test that has taken place to date with AT&T has revealed problems with Bell Atlantic's OSS. AT&T's directory service requests (which comprise requests for directory listings, including white and yellow page listings, and directory delivery requests) were rejected by Bell Atlantic. AT&T later learned that Bell Atlantic will be unable to process any directory listing data elements via EDI (its ordering interface) until May 1, 1997. Thus, these capabilities cannot even begin to be tested until early May, which, at best, will delay the overall test by 2-3 weeks.

28. Even aside from the problems that have surfaced thus far with the test, there are a number of other unresolved issues with respect to Bell Atlantic's interfaces. For example, one major unresolved issue between the parties relates to the

business rules associated with "hunting" requirements. Hunting is a term used to describe a service feature that automatically routes calls to another line when the first line is busy. In the course of negotiations, it became apparent that there was a disagreement between the parties on the proper interpretation of the industry standards regarding the format of hunting requests. Bell Atlantic believed that 3 different fields on the service order form were required to be populated in order to process a hunting request; AT&T believed (and still does) that only one field needed to be populated. By letter dated March 3, 1997, Bell Atlantic indicated that it was willing to accept AT&T's approach to hunting requests. A few weeks later, however, Bell Atlantic reversed course and informed AT&T that 2 data fields would need to be populated in connection with any hunting request. Thus, the issue remains unresolved. Because the overwhelming majority of AT&T's business customers has more than one line, resolution of this issue is critical to AT&T's ability to enter the business market. Indeed, AT&T cannot enter the market with a business offer unless this issue is resolved.

THE LACK OF PARITY OF ACCESS TO OPERATIONS SUPPORT SYSTEMS

29. In addition to the acknowledged lack of operational readiness of the OSS interfaces proposed by Bell Atlantic, it is clear even from the cursory descriptions provided that the ordering interfaces which Bell Atlantic proposes to

provide initially to CLECs will not provide the nondiscriminatory access required by the 1996 Act. This deficiency is obvious in Bell Atlantic's description of its proposed interfaces for the ordering and provisioning of service resale. Although the FCC has ordered incumbent LECs to provide electronic interfaces for machine-to-machine communications by CLECs where the incumbent's customer service representatives have direct electronic OSS access,¹⁴ the interfaces presently being proposed by Bell Atlantic will not permit CLECs to communicate with Bell Atlantic's ordering and provisioning systems at all. Rather, according to Mr. Albert's affidavit, those interfaces will only enable a CLEC to submit orders to Bell Atlantic's "Competitive LEC Sales and Service [Center] (CSSC) representatives," who will then manually input the orders into Bell Atlantic's service order processing system. Albert Aff. ¶ 66. In other words, the data that a CLEC keys in on its side of the interface will be received by a Bell Atlantic employee via terminal or printer, who will then manually rekey the order into Bell Atlantic's systems. Thus, a CLEC's customer order will be processed more than once -- once by the CLEC agent and then again by a Bell Atlantic representative.

30. Indeed, although Mr. Albert's affidavit does not acknowledge this fact, AT&T was able to determine as a result of

¹⁴ See First Report and Order, ¶¶ 523, 316, 518; Second Order, ¶ 9.

visiting one of Bell Atlantic's customer service centers in March, that, in fact, the Bell Atlantic service representative will manually rekey a CLEC's service order not once, but multiple times. For example, in connection with an "as specified" order, (an order in which a CLEC specifies the customer's requirements), the Bell Atlantic representative will first "stare and compare" the CLEC order to the customer service record that is in Bell Atlantic's system. Once a Bell Atlantic representative determines which features, if any, are different from the customer's features, the representative must separately issue a disconnect order for those features. The Bell Atlantic representative then will manually input the CLEC's order into Bell's own service ordering system (and then its provisioning system), and then manually create a firm order confirmation (FOC) to return to AT&T. Thus, the manual intervention required under Bell Atlantic's proposal is pervasive.

31. As discussed above, Bell Atlantic has further stated that a fully "mechanized" process will not be available for all types of CLEC orders for "several years."¹⁵ With this arrangement, Bell cannot even maintain any pretense of parity,

¹⁵ Albert Declaration, filed February 10, 1997, In re: Implementation of the Telecommunications Act of 1996; Bell Atlantic-Pennsylvania's Entry Into In-Region InterLATA Services Under Section 271, Pennsylvania Pub. Util. Comm'n Docket No. M-960840, ¶ 67 (emphasis added); Bell Atlantic-Pennsylvania, Inc. Reply Comments, Petition of Bell Atlantic - Pennsylvania, Inc. for Approval of a Statement of Generally Available Terms and Conditions, Pennsylvania Pub. Util. Comm'n Docket No. P-00961137, filed February 5, 1997, pp. 7-8.

since Bell Atlantic's own local service orders are entered directly into its service order processing system by the Bell Atlantic representative who is dealing with the customer with no further human intervention.

32. This proposed CLEC ordering procedure amounts to nothing more than the equivalent of communication of orders by facsimile, a procedure expressly rejected by the FCC as "obviously" inadequate to meet the obligation of incumbent LECs to provide nondiscriminatory electronic access to their operations support systems. The FCC found that where an incumbent LEC's customer service representatives have direct electronic access to OSS systems, the incumbent LEC "must provide the same access to competing providers," and "[o]bviously, an incumbent that provisions network resources electronically does not discharge its obligation under section 251(c)(3) by offering competing providers access that involves human intervention, such as facsimile-based ordering."¹⁶

33. The repetitious manual processing of CLEC orders required by Bell Atlantic is also a serious concern because it will delay the ordering and provisioning process for CLECs, including the receipt of firm order confirmations or order

¹⁶ First Report and Order, ¶ 523 (emphasis added). See also Second Order, ¶ 9 ("to the extent that an incumbent LEC provides electronic pre-ordering, ordering, provisioning, maintenance and repair, or billing to itself, its customers, or other carriers, the incumbent LEC must provide at least equivalent electronic access to requesting carriers") (emphasis added).